

**KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023**

2 UNITED STATES DISTRICT COURT
3 FOR THE SOUTHERN DISTRICT OF NEW YORK
4 -----X

5 KITCHEN WINNERS NY INC.,

6 Plaintiff,

7 -against-

Index No.:
22-cv-05276

8 ROCK FINTEK LLC,

9 Defendant,

10 -----X

11 ROCK FINTEK LLC,

12 Couterclaim and Third-
13 PartyPlaintiff,

14 -against-

15 KITCHEN WINNERS NY INC.,

16 Counterclaim Defendant,

17 and

18 ADORAMA INC., HERSHEY WEINER, JOSEPH
19 MENDLOWITZ, JNS CAPITAL HOLDINGS LLC
and JOEL STERN,

20 Third-Party Defendants.

21 -----X

22 Remote EBT

23

24 November 15, 2023
25 8:57 A.M.

**KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023**

Page 2

2 EXAMINATION BEFORE TRIAL of JOSEPH WEINER,
3 s/h/a HERSHEY WEINER, a Witness on behalf of Kitchen
4 Winners NY Inc., herein, taken by the attorneys for
5 the respective parties, pursuant to Notice, held
6 remotely, before Melissa Leonetti, RPR, a Notary
7 Public of the State of New York.

8

9

- - - -

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 3

2 A P P E A R A N C E S:

3

4 LIPSIUS-BENHAIM LAW, LLP

Attorneys for Kitchen Winners NY Inc.,
5 Adorama and Joseph Mendlowits
80-02 Kew Gardens Road, Suite 1030
6 Kew Gardens, New York 11415

7 BY: ALEXANDER SPERBER, ESQ.
asperber@lipsiuslaw.com

8

9 POLLACK SOLOMON DUFFY, LLP

Attorneys for Rock Fintek, LLC
10 31 St. James Avenue, Suite 940
Boston, Massachusetts 02116

11

BY: PHILLIP RAKHUNOV, ESQ.
12 prakhunov@psdfirm.com
13 LAUREN RIDDLE
lriddle@psdfirm.com

14

15 LAW OFFICE OF AVRAM E. FRISCH, LLC

Attorneys for Joel Stern and JNS Holdings
16 1 University Plaza, Suite 412
Hackensack, New Jersey

17

BY: AVRAM E. FRISCH, ESQ.
18 frischa@avifrischlaw.com

19

20

21

22 ALSO PRESENT:

23 BRADLEY GILLING

24 THOMAS KATO

25

**KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023**

Page 4

2 F E D E R A L S T I P U L A T I O N S

3

4 IT IS HEREBY STIPULATED AND AGREED, by and
5 between the parties hereto, through their
6 respective Counsel, that the certification,
7 sealing and filing of the within examination will
8 be and the same are hereby waived;

9 IT IS FURTHER STIPULATED AND AGREED that all
10 objections, except as to the form of the question,
11 will be reserved to the time of the trial;

12 IT IS FURTHER STIPULATED AND AGREED that the
13 within examination may be signed before any Notary
14 Public with the same force and effect as though
15 signed and sworn to before this Court.

16

17

18

19

20

21

22

23

24

25

**KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023****Page 5**

2 I N D E X

3

4	EXAMINATION OF	BY	PAGE
5	J. Weiner	P. Rakhunov	6-101

6

7 E X H I B I T S

8

9	WEINER	DESCRIPTION	PAGE
10	Exhibit 1	Notice	8
11	Exhibit 2	Email	42
12	Exhibit 3	MedCare letter	87
13	Exhibit 4	Email	90

14

15

16 R E Q U E S T S

17	DESCRIPTION	PAGE
18	All messages	35

19

20

21

22

23

24

25

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 6

2 J O S E P H W E I N E R, after having first been
3 duly affirmed by a Notary Public of the State of New
4 York, was examined and testified as follows:

5 EXAMINATION BY

6 PHILLIP RAKHUNOV, ESQ.:

7 Q. Good morning, Mr. Weiner. We've heard
8 your name said different ways. What's the proper
9 way of saying your last name?

10 A. Weiner.

11 Q. You did just say you go by Hershey, but
12 your legal name is Joseph; is that correct?

13 A. Yes.

14 Q. Do you go by any other first names?

15 A. No.

16 Q. Do you know a name Yitti Weiner,
17 Y-I-T-T-I?

18 A. Yes.

19 Q. Who is that?

20 A. My wife.

21 Q. So I know you have been deposed before,
22 Mr. Weiner.

23 Was your most recent deposition in the
24 Silverwing Medical case?

25 A. Yes.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 7

2 Q. Other than the Silverwing Medical case,
3 have you been deposed in any litigation concerning
4 gloves?

5 A. Not that I recall.

6 Q. Okay.

7 Have you had your deposition taken in
8 any cases involving the business of Kitchen
9 Winners?

10 A. Not that I recall.

11 Q. So other than this lawsuit and the
12 lawsuit involving Silverwing Medical, are you
13 personally or Kitchen Winners NY Inc., a party to
14 any other lawsuit that involves disputes over the
15 sale of personal protective equipment, including
16 gloves?

17 A. There's another case that's pending,
18 but never took a deposition.

19 Q. Okay.

20 What's the other case?

21 A. Hershenson.

22 Q. Mr. Weiner, that is pending in New York
23 State Court or Federal Court?

24 A. I don't know. You would have to ask my
25 lawyer.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 8

2 Q. Okay.

3 So you've taken an oath. You
4 understand that you're under the same oath that
5 you would be if you were testifying in a court of
6 law, correct?

7 A. Correct.

8 Q. Okay.

9 Do you know whether any other lawsuits
10 exist outside of New York, in any other state,
11 that involve the business of Kitchen Winners or
12 the sale of personal protective equipment,
13 including gloves?

14 A. Not that I recall.

15 Q. Now, you understand you're appearing
16 today in your capacity as Hershey Weiner and as a
17 corporate representative for Kitchen Winners NY
18 Inc.?

19 A. Yes.

20 Q. Okay.

21 (Whereupon, a Notice of Deposition was
22 marked as Weiner Exhibit 1 for
23 identification, as of this date.)

24 Q. Now, so the document that I put in the
25 chat box a few minutes ago, we've marked it as

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 9

2 Exhibit 1. I believe you were able to look at it.

3 It has a caption of this case, and it's
4 titled Notice of Deposition of Kitchen Winners NY
5 Inc.

6 Have you seen that document before?

7 A. Yes.

8 Q. If I can direct your attention to the
9 second to last page wherein the middle of the page
10 it says Topics. Let me know when you get there.

11 A. Okay. I'm there.

12 Q. Have you seen these topics before this
13 morning?

14 A. I think -- yes, I think I saw this.

15 Q. Did you prepare to testify today on each
16 of the 22 topics set forth in this deposition
17 notice?

18 A. To the best of my knowledge.

19 Q. Did you do anything to learn any
20 information that may be outside of your personal
21 knowledge that may be responsive to these topics?

22 A. Can you explain to me if I learned -- I
23 went through a lot of paperwork and I went through
24 the topics. That's it.

25 Q. What paperwork did you review to prepare

2 for today's deposition?

3 A. I -- I went over all the discovery
4 paperwork back and forth. I'm involved in the
5 case. If you notice, I was sitting through most
6 of the depositions.

7 MR. RAKHUNOV: Off the record.

8 (Whereupon, a discussion was held off
9 the record.)

10 Q. So you said you went over discovery
11 paperwork. When you say discovery paperwork, what
12 do you mean exactly?

13 A. I went over all the paperwork that you
14 guys sent us and I went over all the paperwork
15 that we shared with you guys, most of them, in the
16 period of the last couple of months.

17 Q. Did you speak with anyone other than your
18 attorney to prepare for today's deposition?

19 A. No.

20 Q. You're aware of -- you can take down the
21 exhibit if you still have it on your screen. I
22 can't see you if there's a paper up.

23 A. I just want to tell Phil I'm dyslexic,
24 so if you show me paperwork, in order to -- if you
25 can read it to me, it would be much easier.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 11

2 Q. What would be easier?

3 A. I have on my iPad that it reads to me
4 automatically me emails or I talk back to them.
5 So if you want to show me an exhibit, if you can
6 please read it to me what you want and that will
7 make it easier.

8 Q. I appreciate what you're saying. Again,
9 we have a lot of documents in this case that I could
10 not possibly read to you. So we will have to do the
11 best we can and see where it takes us. That's all I
12 can say.

13 Are you familiar with an entity known
14 as Kitchen Winners NY Inc.?

15 A. I have to check. Not that I remember.

16 Q. Kitchen Winners NY Inc., the party on
17 whose behalf you sued Rock Fintek in this lawsuit?

18 A. Yes.

19 Q. Okay.

20 You're familiar with that entity,
21 correct?

22 A. Yes.

23 Q. When was Kitchen Winners formed as a
24 corporation?

25 A. I don't recall, but I think somewhere

2 in -- my best recollection would be somewhere in
3 2018 or 2019.

4 Q. What was the purpose for which Kitchen
5 Winners was formed?

6 A. Purpose of doing kitchen accessories
7 online.

8 Q. What type of kitchen accessories?

9 A. Kitchen organizers and kitchen
10 accessories like scoop for ice creams. Such kind
11 of kitchen accessories.

12 Q. At some point did Kitchen Winners expand
13 its business into personal protective equipment?

14 A. Yes.

15 Q. When?

16 A. When COVID started.

17 Q. And before we go into that, who are the
18 shareholders of Kitchen Winners NY Inc.

19 A. Only one owner, my wife, Yitti Weiner.

20 Q. Is Kitchen Winners a C Corp. or an S
21 Corp.?

22 A. I don't know.

23 Q. Does Kitchen Winners file its own tax
24 returns?

25 A. I don't know.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 13

2 Q. Who would know?

3 A. Accountant.

4 Q. Who is the Kitchen Winners accountant?

5 A. Fred E. Nussbaum or Mendel Shapiro.

6 Q. Who signs the tax returns for Kitchen
7 Winners? Is it your wife?

8 A. I believe so.

9 Q. What is your role with respect to Kitchen
10 Winners?

11 A. Running the day-to-day operation.

12 Q. Do you have an actual position?

13 A. No.

14 Q. Does Kitchen Winners have any officers?

15 A. I don't know what that means in
16 language. But it has -- only my wife is the sole
17 owner.

18 Q. Does it have a president?

19 A. No.

20 Q. Does it have any vice presidents or CEO
21 or treasurer?

22 A. No.

23 Q. Do you, Hershey Weiner, get paid by
24 Kitchen Winners?

25 A. Yes.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 14

2 Q. How do you get paid?

3 A. They take care of certain bills that
4 has to be paid, the office bills. I get small
5 payment allowance for my car and some other
6 things.

7 Q. Do you have a contract with Kitchen
8 Winners?

9 A. No.

10 Q. Who makes these payments? Like who
11 actually writes you the check or wire transfer,
12 however these payments are made?

13 A. My wife.

14 Q. Okay.

15 What is your wife's role in the
16 business of Kitchen Winners?

17 A. Kitchen Winners is not such a big
18 company that there's so many roles. My wife is
19 the owner and I run it.

20 Q. Okay.

21 When you say she's the owner, does she
22 perform any day-to-day tasks for Kitchen Winners?

23 A. No.

24 Q. Does she perform any tasks for Kitchen
25 Winners other than acting as its owner?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 15

2 A. She goes down to the bank. She makes
3 the checks. Not all of them. Most of them.
4 That's it. She signs every check.

5 Q. Is Kitchen Winners profitable?

6 A. Not that I'm aware of.

7 Q. We'll talk about this in much more
8 detail, of course, but from the transactions that
9 involved gloves sold to Rock Fintek, did Kitchen
10 Winners make a profit?

11 A. Right now it's in a deficit because
12 certain people didn't pay up.

13 Q. Who are those people?

14 A. There's a company, TD Reds.

15 Q. How much does TD Red owe Kitchen Winners?

16 A. I don't know. It's in court.

17 Q. Where is it in court?

18 A. I don't know. Ask the lawyer.

19 Q. Is Attorney Sperber your attorney in that
20 case?

21 A. No.

22 Q. Is it in New York?

23 A. I think, but I don't know.

24 Q. What kind of products did TD Red buy from
25 Kitchen Winners?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 16

2 A. Didn't buy. I gave him a deposit and
3 he never delivered.

4 Q. For what kind of product?

5 A. Gloves.

6 Q. What kind of gloves?

7 A. It was a brand. I don't remember.

8 Nitrile examination gloves.

9 Q. Were they MedCare gloves?

10 A. No.

11 Q. We they LevMed gloves?

12 A. No.

13 Q. So you never actually got gloves from TD

14 Red, correct?

15 A. No. They took a deposit and never gave
16 me back the money.

17 Q. So that's another case that involves
18 gloves, correct.

19 A. Yes. Sorry. That's why I'm reminding
20 myself.

21 Q. No problem.

22 If can you think of any other cases
23 during this deposition, just feel free to
24 interrupt me and let me know.

25 Do you know approximately how much TD

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 17

2 Red owes Kitchen Winners?

3 A. No.

4 Q. You don't know how much of a deposit you
5 gave them?

6 A. I know what I gave them, but I don't
7 know what he owes me. He made one payment in
8 return and I have to check the total numbers.

9 Q. How much did you give them?

10 A. A deposit?

11 Q. Yes.

12 A. If I remember correctly, anywhere
13 between 400- and \$500,000.

14 Q. Okay.

15 Who else didn't pay Kitchen Winners?

16 And I'm excluding for now your claims against Rock
17 Fintek in this case. We'll get to those.

18 A. Hershenson.

19 Q. What happened with Hershenson?

20 A. I don't know.

21 Q. How much money do you believe Hershenson
22 owes you?

23 A. Whatever the contract was for minus the
24 deposit.

25 Q. Did you actually deliver products to

2 Hershenson?

3 A. No.

4 Q. So that was another case involving a
5 deposit, correct?

6 A. Yes.

7 Q. And does the Hershenson case involve
8 MedCare gloves or something else?

9 A. MedCare gloves.

10 Q. Anyone else other than TD Red,
11 Hershenson, and your claims in this lawsuit?

12 A. Silverwing.

13 Q. Anyone else?

14 A. Not that I recall at the moment.

15 Q. So even though you don't have a formal
16 title or ownership in Kitchen Winners, do you
17 consider yourself authorized to act on its behalf
18 when conducting business?

19 A. To a certain extent.

20 Q. What's the limitation?

21 A. I can't tell you offhand. You have to
22 ask me certain things. I'll tell you yes or no.

23 Q. I'm sorry. Can you repeat that. I
24 didn't understand the -- let me ask a different
25 question.

2 Is there something you believe you're
3 not authorized to do on behalf of Kitchen Winners?

4 A. There is some things, yes.

5 Q. Like what?

6 A. I can't recall.

7 Q. Okay.

8 What could I show you to refresh your
9 recollection as to what you are or you not
10 authorized to do on behalf of Kitchen Winners?

11 A. You'll show me and I will tell you.

12 Q. What would refresh your recollection?

13 A. You show me something and I will tell
14 you if I'm authorized or not authorized.

15 Q. Are you authorized to enter into
16 transactions for Kitchen Winners?

17 A. Yes.

18 Q. Are you authorized to negotiate pricing
19 and product quality for Kitchen Winners?

20 A. Yes.

21 Q. Are you aware of an entity called
22 Adorama, Inc.?

23 A. Yes.

24 Q. Okay.

25 And prior to Kitchen Winners becoming

2 involved in -- let me just back up.

3 When I say PPE, you understand I mean
4 personal protective equipment, correct?

5 A. Yes.

6 Q. Before Kitchen Winners became involved in
7 the PPE business, did you have any business
8 relationship with Adorama?

9 A. No.

10 Q. Did Kitchen Winners have any business
11 relationship with Adorama?

12 A. No.

13 Q. How do you know Adorama?

14 A. I know them for years. Like everybody
15 knows B&H Photo. So people know Adorama Photo.
16 Like you know of Costco. It's a known thing in
17 the market. People know them.

18 Q. Do you personally know any of the owners
19 or officers of Adorama?

20 A. I know -- yes.

21 Q. Who do you know?

22 A. I know Eugene and I know Yussie. I
23 don't know Yussie's title.

24 Q. Okay.

25 And you know Joseph Mendlowits?

2 A. Yussie is Joseph.

3 Q. Got it.

4 How long have you known Yussie
5 Mendlowits?

6 A. 2020. June, July.

7 Q. How did you become introduced to Yussie?

8 A. I heard that he bought masks beginning
9 of 2020, and I reached out to somebody to connect
10 me to him that he should buy from me masks.

11 And I had a meeting with him. I don't
12 remember of it was -- I think it was a phone
13 conversation, and he said he would let me know.

14 Q. And what happened with that?

15 A. He didn't buy.

16 Q. Okay.

17 How did you and Adorama become involved
18 together in the glove business?

19 A. After that he asked me if I can get --
20 he might be able to use gloves. And I started
21 working on the gloves with my connections from
22 overseas. At one point I told him I could most
23 probably get him gloves.

24 I think we were trying to sell him. I
25 made a certain contract with him, but it didn't go

2 through. And then we formed like -- I called him
3 when I think that I could get gloves.

4 Q. What was going to be Adorama's role in
5 the glove business?

6 A. I don't know what your question, if you
7 can give it to me clear.

8 Q. Sure.

9 Is it fair to say that you were going
10 to partner with Adorama in the glove business?

11 A. It's not our partner.

12 Q. So how would you describe the business
13 relationship?

14 A. Gave me a loan on various contracts
15 that I needed funding.

16 Q. And we saw you were present for his
17 deposition, correct?

18 A. Yes.

19 Q. And you saw the contract that was written
20 in Hebrew that he produced.

21 Is that the contract memorializing your
22 loan?

23 A. That's only on Rock Fintek, not on the
24 other ones.

25 Q. So were there separate agreements?

2 A. On the rest of them, he didn't need
3 from me an agreement because it was a very short
4 period of time and not a big amount of money.

5 Q. And we'll get back to this more later.

6 But you agree with me that all payments
7 by Rock Fintek for the gloves at issue in this
8 case were made to the bank account of Adorama,
9 correct?

10 A. The contract?

11 Q. I'm sorry? The contract? What do you
12 mean by that?

13 A. From all the payments from the contract
14 was made to Adorama.

15 Q. And when you say the contract, you mean
16 the sales and purchase agreement in April of 2021,
17 correct?

18 A. Yes.

19 Q. Before you entered into the contract, did
20 Kitchen Winners make other sales of gloves to Rock
21 Fintek?

22 A. Yes.

23 Q. And how did those payments get made?

24 A. Went to my lawyer.

25 Q. Who is your lawyer?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 24

2 A. Mark Nussbaum.

3 Q. Okay.

4 And he's also Adorama's lawyer,
5 correct?

6 A. Yes.

7 Q. And how did you fund the purchases of the
8 gloves that you sold to Rock Fintek before entering
9 into the sales and purchase agreement in April of
10 2021?

11 A. I didn't have to fund it.

12 Q. What do you mean by that?

13 A. It was merchandise my customers had
14 here on the ground. And I know what price they
15 paid for it and I gave them -- they were willing
16 to take a profit and give it over to Rock Fintek.
17 I asked them. They were willing.

18 Q. And I'm sorry. I don't fully understand
19 that.

20 You said your customers had the product
21 on the ground?

22 A. Yes.

23 Q. Who were your customers?

24 A. Like six, seven customers or more.

25 Q. Can you list them?

2 A. I can list what I remember, to the best
3 of my knowledge. There was Prestige Sales. It
4 was -- not everybody I know the company name. I
5 know them by the names, so I'll give you the
6 names. It was JNS Sales.

7 Q. Is that Joel Stern?

8 A. Yes, with other people as well
9 involved. I don't know to -- he had some
10 investors.

11 Q. Okay.

12 A. Then Mr. Klein. I don't remember his
13 company name. I had M2020. I had Jacobowitz. I
14 had Rubin. I had Stein. I had Silverwing. I had
15 Isaac Fisher. I had a couple of other names that
16 I would have to go back and look.

17 Q. So explain to me how the transactions
18 worked with the customers that had product on the
19 ground and were willing to take a profit that you
20 just identified.

21 A. It was companies that they had product
22 that they overbought. In COVID, a lot of people
23 thought that the end of the world was going to
24 happen. So a lot of people was assuming in
25 assumptions.

2 Like people bought into the mask
3 business. There was few kinds of masks people
4 bought in. And they overbought themselves based
5 on -- prices went up every day, jumping up.

6 Same thing happened with gloves.
7 People started buying gloves because there was
8 no -- hardly able to get gloves from January 2020
9 or February until, I would say, April or May 2021.
10 It was very tough to get gloves. Even in May it
11 was also still tough.

12 Started opened up windows in April or
13 May. Something like that. So people were
14 speculating and they bought on speculation.

15 So when they came in and they couldn't
16 sell fast enough, they were willing to -- if the
17 price was \$18, they were willing to give it for
18 cheaper in order to move the product.

19 And at the beginning when Rock Fintek
20 came to me, they represent themselves that they
21 wanted to do with me a contract but they want to
22 have -- they knew that I was selling or something,
23 that I have connections to it. They knew that I'm
24 having connections to gloves, so they came to me.
25 I didn't go to them.

2 I spoke to Arik Maimon most of the
3 time. And Arik Maimon asked me that in order to
4 prove yourself that we can rely on you, get us
5 something on the ground and once you show us
6 you're delivering, we'll make the big contract
7 with you.

8 They wanted to -- I mean, we had this a
9 lot. Now if I remember, we had a government
10 contract, a government company, a company that
11 supposedly was working for the government and
12 procuring gloves.

13 And he did the same thing from us. But
14 he never gave us a contract. He bought from us --
15 I don't remember -- three or five containers I got
16 for him from my customers.

17 In the end, he never bought from us a
18 contract. Same thing. I got him stuff from my
19 customers and he never gave me the order. But it
20 was common for me to go and get from my customers
21 back some gloves to a certain extent that I will
22 be able to get a bigger contract.

23 And that's what happened with Rock
24 Fintek. Arik Maimon reached out to me and asked
25 me I should get him whatever gloves I could get on

2 the ground.

3 I know for sure they paid more money
4 than the contract. I don't remember exactly, but
5 I didn't make money. It went straight to my
6 customers and they were making a profit off it and
7 moving it.

8 And I asked them a favor, that they
9 should do me a favor so I can get a bigger
10 contract. And they were willing to work with me.

11 Q. You made money when you sold the gloves
12 to them, to your customers, in the first place,
13 correct?

14 A. Yes. But that's not the normal sale
15 business. Business is when it comes back in here
16 and I'm busy with this and arranging it and
17 getting it for somebody, you're making something
18 usually on this. That's the customary of
19 business.

20 Q. I want to make sure that I completely
21 understand your --

22 A. I didn't finish.

23 Q. I'm sorry.

24 A. It's just a normal thing. When you
25 pick up a phone from a lawyer, the lawyer charges

2 you every minute that he does your work. Same
3 thing also.

4 If I go out procuring gloves over here
5 in the States, it was a lot of work for me. But I
6 was willing to do it in order to get the contract.

7 Q. Understood.

8 So to make sure that I understand how
9 this works, so let's just take Joel Stern and JNS,
10 for example.

11 So you had sold some gloves to
12 Mr. Stern, correct?

13 A. I will walk you through it so you
14 understand how it worked.

15 Q. Okay.

16 A. I never sold somebody gloves in the
17 United States. I sold it when it got loaded out
18 of overseas. It had to be paid.

19 As soon as it went up on a document
20 paperwork that I gave and it loaded up on a boat,
21 the customer had a contract that had to pay it
22 within 24 hours. And specifically if it didn't
23 pay it within 24 hours, I had a right to take it
24 away from him and assign it to a different
25 customer.

2 That's why it was always a very short
3 period that I needed money. And it was smaller
4 amounts of money. Because if I shipped out three
5 containers a week, the turnaround time was five to
6 seven days.

7 The turnaround time was five to seven
8 days from me paying for the factory, getting
9 loaded and putting on a boat. It's usually
10 anywhere between five to seven days. And I need
11 to get back my money within seven to eight days.

12 With Rock Fintek, Arik Maimon worked
13 out the different structure with us; more money
14 and for more longer period.

15 Q. So you're talking about the big contract
16 right now, correct?

17 A. I had big contracts the same as Rock
18 Fintek, close to it, and it worked the way I
19 explained to you right now. When it went on to a
20 vessel, I needed to get paid within 24 hours.

21 Q. I appreciate you explaining this, but
22 let's focus a little bit on the questions so we can
23 move this along.

24 A. You asked me --

25 Q. Understood. And just remember that if we

2 talk at the same time, Missy cannot get both of us.

3 I want to walk through an example of a
4 transaction before you entered into the big
5 contract in April with Rock Fintek. Let's just
6 take JNS and Joel Stern, for example.

7 You sold MedCare brand gloves to JNS
8 and Joel Stern in February and March of 2021 and
9 January, correct?

10 A. Yes.

11 Q. Okay.

12 And you sat through Mr. Stern's
13 deposition, correct?

14 A. Yes.

15 Q. And you saw I showed him documentation
16 both from Kitchen Winners and from logistic
17 companies that showed gloves going to Joel Stern
18 from Kitchen Winners, correct?

19 A. I don't recall every paper. I
20 wasn't -- but I remember the deposition.

21 Q. But generally, the --

22 A. Yes. I don't know.

23 Q. And so when Rock Fintek or when Arik
24 Maimon came to you for Rock Fintek to do some of
25 these glove sales to show that you were able to

2 deliver product, you went back to someone like Joel
3 Stern and took some of his inventory to be sold to
4 Rock Fintek? Is that correct?

5 A. I didn't go to Joel Stern. I went to
6 some other people and I asked them to give me back
7 stuff and sell it to Rock Fintek.

8 Q. So you did not go to Joel Stern?

9 A. No.

10 Q. So when you said earlier that you had
11 customers that had product on the ground and you
12 identified JNS and Joel Stern, that's not correct?

13 A. I didn't say JNS. I said M2020 and
14 Prestige Sales.

15 Q. Okay.

16 A. I said Joel Stern also had -- like they
17 are -- he asked me who they are. So I explained
18 that they are like Joel Stern. I said that M2020
19 and Prestige Sales are customers of mine like Joel
20 Stern.

21 Q. So the record is very clear, your
22 testimony is that you did not get gloves from Joel
23 Stern back to sell to Rock Fintek before you entered
24 into the big contract?

25 A. Correct.

2 Q. Okay.

3 So you got gloves from Prestige? You
4 got gloves from M2020? Correct?

5 A. Correct.

6 Q. What kind of gloves were those?

7 A. MedCare gloves.

8 Q. Any specific kind of MedCare gloves?

9 A. There was Nitrile examination gloves,
10 and it was packaged in boxes that it said
11 protection.

12 Q. So you acknowledge and you agree with me
13 that the boxes you sold that came from Prestige and
14 M2020 did not say examination on the box?

15 A. Prior to the contract, and I identified
16 it to them, and they said it's okay, they want it.

17 Q. Who told you that?

18 A. Arik Maimon.

19 Q. Okay.

20 How did you communicate with Arik
21 Maimon about the Prestige and M2020 source
22 protection gloves?

23 A. Or by phone or through Mendel.

24 Q. When you say "through Mendel," just to be
25 clear, Mendel Banon, correct?

2 A. Correct.

3 Q. And so Mendel would tell you what Arik
4 told him or you were on a call together?

5 A. Sometimes it was a call together.
6 Sometimes -- in the beginning Arik didn't talk to
7 me directly. Arik didn't know me and he couldn't
8 connect to me. Mendel connected him to me. That
9 was way in the beginning, so I don't recall if it
10 was a three-way call.

11 But I know after a certain time when we
12 built up a relationship he spoke to me directly on
13 a daily basis. Not every day, but it was quite
14 often to me on the phone.

15 Q. Okay.

16 Did you exchange text messages or
17 WeChat or WhatsApp messages with Arik?

18 A. I'm not a big texter, so not that I
19 recall. If you want, I can go back and check. I
20 wouldn't believe so, because I'm not so good at --
21 as I told you, I'm dyslexic so I'm not the biggest
22 texter or WeChat or those kinds of stuff.

23 Q. Have you checked for any text messages or
24 WeChat or WhatsApp messages between you and Arik or
25 Mr. Banon in searching for discovery in this

2 lawsuit?

3 A. I checked whatever I could check and
4 whatever I have record on.

5 Q. Can you be more specific? You just
6 offered that you could go back and check for
7 messages with Arik Maimon, and I'm asking does that
8 mean that you haven't done that until today?

9 A. I went through, but in the beginning of
10 discovery. Most of my messages to him is "I can't
11 talk" or "call me later" or "please call me. We
12 need to discuss." One-line sentences.

13 Q. Did you provide those messages to your
14 attorney in this lawsuit or did you just look at
15 them yourself and decide that they weren't relevant?

16 A. I would have to check.

17 Q. Well, you understand that discovery in
18 this case closes tomorrow, right?

19 A. I gave my lawyer permission to go into
20 whatever he can go into and check and do his
21 research. I believe whatever he said she needed
22 to do, we did.

23 He asked me permission to open up all
24 my contacts and all my emails and he did his own
25 search. You have to ask him what he did.

2 MR. RAKHUNOV: So I'm going to ask for
3 clarification as to whether WeChat or text
4 messages or WhatsApp messages with Arik
5 Maimon were searched for and produced.

6 And if they haven't, I'm calling for
7 their production. We will follow up promptly
8 in writing.

9 A. I just want to clarify. I don't have
10 WeChat and I don't have WhatsApp. With Arik
11 Maimon, I don't have WhatsApp at all.

12 Q. Okay.

13 So do you use WeChat in any way for
14 Kitchen Winners business?

15 A. No.

16 Q. Have you ever had WeChat conversations
17 with Anna or others at GTS, also known as MedCare?

18 A. No.

19 Q. So it would be SMS messages between you
20 and Arik Maimon if they exist?

21 A. If they exist, anything. But I don't
22 think so because I hardly spoke to him on
23 messages. I'm not good at that. I might have
24 said call me or --

25 Q. Okay.

2 So when did you start having -- I know
3 you said that you developed a relationship and
4 started speaking with Arik on a daily basis.

5 Can you tell me when in time you
6 started speaking to him directly.

7 A. After Rock Fintek started failing of
8 picking up merchandise, I started building up
9 myself with the communication with him and talking
10 to him.

11 Q. Do you know approximately when that was
12 in the spring of 2021, if that's when it was?

13 A. Right in the beginning. The first
14 shipment, I notified them that it's in house and
15 it's here on the docks and they didn't pick it up
16 on time.

17 Q. Okay.

18 What happened with that first shipment?

19 A. If I remember, I had to take it into
20 warehouse and wait they should come up with the
21 money.

22 Q. And now I'm a little confused.

23 So now you're saying they didn't pay
24 you on time or they didn't send a trucking company
25 to pick up the gloves on time?

2 A. Started off the first thing they didn't
3 pay me on time.

4 Q. From the first shipment?

5 A. Yes.

6 Q. What do you mean by that? Give me more
7 details.

8 A. If I told them it's ready on the 10th,
9 they came to pick it up on the 12th, two or three
10 days later.

11 Q. And do you have documentation of this?

12 A. I don't know, because you have to go
13 through all the emails that I wrote them.

14 Q. And these emails you produced in this
15 case?

16 A. Yes. I didn't complain, but this is
17 what it was. It was ready on a certain date.
18 They had to pick it up on that date. If I
19 remember correctly, they came in -- I was even
20 quite nervous because they were supposed to come
21 on a Monday and they came, I think, towards the
22 end of the week -- I don't remember -- or the
23 following or beginning of the week. They were
24 stalling time with the payments.

25 Q. But you did get paid by Rock Fintek more

2 than \$19 million, correct?

3 A. Did I tell you here I didn't get paid?

4 Or I told you they were struggling with payments?

5 Q. Well, I'm just asking you the question.

6 MR. SPERBER: Objection to the form.

7 Can you clarify your question.

8 MR. RAKHUNOV: We can move on.

9 Q. So you started talking to Arik from the
10 time that Rock Fintek did not pick up the first
11 shipment on time?

12 A. Yes.

13 Q. And, again, do you have a memory of when
14 this was? Was it March? February? April? May?
15 Can you approximate the time?

16 A. I think it's in April in 2021, but I
17 can't give you a time, 8 o'clock in the morning or
18 time. I can give you a window. It was in April.

19 Q. Okay.

20 So I want to go back to the beginning
21 of this line of testimony. You said that Arik
22 Maimon agreed on behalf of Rock Fintek to buy
23 gloves that were labeled as protection gloves on
24 the box?

25 A. That one, I remember clearly because it

2 was a back-and-forth, a lot of conversations about
3 it.

4 Q. Tell me everything you remember about
5 what you said to Arik or Mendel, directly or through
6 Mendel, and what you heard from Arik directly or
7 through Mendel about the topic of buying gloves
8 labeled as protection for Rock Fintek.

9 A. They came first that they want
10 merchandise on the ground. So I explained to them
11 that I don't own any merchandise on the ground and
12 I will have to look into what I can get.

13 And I was trying to explain to Mendel
14 and Arik that there's no such a thing, that I
15 don't own any merchandise in my warehouse on the
16 ground. I don't have such a thing. I never
17 bought in merchandise on myself on the ground
18 until Rock Fintek asked me.

19 That was clearly my cutoff because I
20 saw what happened on the masks. A lot of people
21 lost money by bringing in the masks. And it went
22 from 90 cents or 95 cents back down to, I would
23 say, a quarter in a period of five days.

24 So I had on my policy that I don't
25 bring in merchandise up to Rock Fintek.

2 Q. Okay. But that wasn't my question. I
3 was asking you about your conversations with Maimon
4 --

5 A. I'm explaining to you. So they kept on
6 pushing. No, you have merchandise. Get us.
7 Procure us. Get from somebody. It went back and
8 forth, a few phone calls.

9 Then I told Arik I can get him the --
10 but it says on the box protection, but it's an
11 examination glove.

12 I don't recall if he asked for a sample
13 or -- I remember vaguely that he asks if Mendel
14 could bring him a sample. I don't exactly
15 remember. They looked at it and they came back
16 after two or three days, and yes, they will take
17 it.

18 Q. When you say they came back after two or
19 three days, what do you remember about that?

20 A. That Arik came back saying in -- and I
21 think at that time I still did not talk to him on
22 -- it was a three-way call with Mendel, and he
23 said that they -- they're okay with it. It's
24 okay. They're good. As long as I gave them the
25 paperwork that it's coming from MedCare -- I don't

2 recall what the regular paperwork, the standard
3 paperwork we had on file -- and I gave it to them
4 and he said they're okay with it. This is good.
5 He used to say the sample was approved by the
6 hospital.

7 Q. And when you say "he" again, I just want
8 to be very clear you're speaking with Arik Maimon --

9 A. On behalf of Rock Fintek.

10 Q. Okay.

11 Did Thomas Kato or Bradley Gilling ever
12 give you approval to buy gloves or -- that was
13 labeled as protection on the boxes?

14 A. I don't recall me talking to Tommy Kato
15 and to Bradley at that point.

16 (Whereupon, an email was marked as
17 Weiner Exhibit 2 for identification, as of
18 this date.)

19 Q. This will be Exhibit 2. It's in the chat
20 box. Ignore that there's a little Number 8 in the
21 title. That's just for my organization purposes.

22 This is a document, for the record,
23 that was produced by your counsel. It has a Bates
24 number AKW 004935, a one-page email from Mendel
25 Banon to you, dated 10/16/2020.

2 Let me know when you have it open and
3 I'll ask you a few questions.

4 A. Yes. I have it open.

5 Q. Okay.

6 Do you recognize this email, sir?

7 MR. SPERBER: Objection to the form.

8 A. I recognize the box, but I don't
9 recognize the email.

10 Q. Okay.

11 You don't remember Mr. Banon emailing
12 you this photograph or, I guess, the image of the
13 box on December 16, 2020?

14 A. No.

15 Q. Okay.

16 Do you know why Mr. Banon would have
17 sent you an image of a MedCare Nitra Force
18 examination gloves NBR Nitrile box?

19 A. No.

20 Q. Would this image be -- well, do you see
21 the name of the attachment is MedCare China Data
22 Sheet PDF on this document?

23 A. Yes.

24 Q. Okay.

25 Would this be the document that either

2 you or Mr. Banon would provide to Arik to
3 demonstrate the data specs on the MedCare gloves
4 to be sold to Rock Fintek?

5 A. I don't know. Usually it was a whole
6 package, not one. I don't think this would be the
7 thing, no.

8 Q. Okay. You can close that one.

9 A. By the way, it doesn't say Exhibit 2.

10 Q. I understand that. We will rename it.

11 A. Not a problem. I just wanted you to be
12 aware of that.

13 Q. I appreciate that.

14 So you said you don't recall talking to
15 Thomas Kato, Bradley Gilling at that point. When
16 do you recall first speaking with either Thomas
17 Kato or Bradley Gilling about gloves?

18 A. I remember in the beginning there was
19 one conference call regarding the price. We
20 were -- in details, I never spoke to Tommy and
21 Bradley Gilling. I didn't look to sell to them.

22 Arik Maimon came running after me for
23 two, three weeks I should sell him. And I spoke
24 to Arik, I think, in the beginning one time.

25 He put up Tommy -- I don't remember

2 even Bradley. I think only Tommy. Maybe Bradley,
3 too. I remember I was on the street and they were
4 talking about pricing. We were negotiating about
5 pricing.

6 That's the one time I spoke and then I
7 started talking to them again communicating after
8 the whole shipments were done or towards the end.

9 Maybe in the middle one or two times,
10 Bradley or Tommy came up on the phone trying to
11 push me about the credit issues. Not maybe.
12 There was once Tommy came up with an idea I should
13 go out and take credit on this company and blah,
14 blah, blah, blah. Yada-yada-yada.

15 MR. RAKHUNOV: Let's take a five-minute
16 break.

17 (Whereupon, there was a pause in the
18 proceeding.)

19 Q. What else did Arik Maimon say to you
20 about Rock Fintek agreeing to buy protection-labeled
21 gloves?

22 A. He said that they will send me a wire
23 transfer.

24 Q. And these were the wire transfers that
25 went to Kitchen Winners, not Adorama, at this point,

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 46

2 correct?

3 A. It went to my lawyer, Mark Nussbaum, on
4 behalf of Kitchen Winners.

5 Q. Adorama was not yet involved, correct?

6 A. Please let me finish talking. I might
7 make a breathing gap and you start talking.

8 Correct.

9 Q. Is there anything else you wanted to say?

10 A. I didn't need money on this. Correct.

11 Q. Okay.

12 Other than Prestige and M2020, did you
13 sell any gloves to Rock Fintek before the April
14 purchase agreement that came from any other of
15 your customers?

16 A. Not that I'm aware of at that time.

17 Q. Okay.

18 Did you sell any gloves to Rock Fintek
19 before the April purchase agreement that came
20 directly from MedCare?

21 A. I didn't know Rock Fintek and I didn't
22 deal with them and I didn't know who they are.

23 Q. That wasn't my question yet.

24 So you made a number of sales to Rock
25 Fintek before the sales and purchase agreement in

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 47

2 April, correct?

3 A. As we spoke before, I made -- I don't
4 know if it's three containers or four containers
5 or five containers I sold them directly and they
6 send the money to Mark Nussbaum.

7 Q. And my question is: Did all of the
8 gloves that you sold to Rock Fintek before the big
9 contract come from Prestige and M2020?

10 A. To the best of my recollection.

11 Q. Okay.

12 When did you first meet Joel Stern?

13 A. I would say November -- not November.

14 Sorry -- January or December of 2020/2021.

15 Q. And you were selling MedCare gloves to
16 Joel Stern, correct?

17 A. Correct.

18 Q. Were you selling gloves to him that were
19 labeled both protection and examination or just one
20 kind?

21 A. Just examination.

22 Q. So is your testimony that Kitchen Winners
23 only sold gloves to Joel Stern that were labeled
24 examination?

25 A. Correct.

2 Q. I'm sorry there's some background noise.

3 When you made sales of gloves to Joel
4 Stern, did these gloves come directly from Asia to
5 his warehouses or did you store them at your
6 warehouses in the US before he bought them or
7 something else?

8 A. As I told you, my merchandise was sold
9 on the water and he got the bill of lading and he
10 picked it up straight from the vessel. I wasn't
11 involved.

12 Q. Okay.

13 And when he picked up -- how did the
14 shipments come? What is your understanding of how
15 the gloves came?

16 A. (No verbal response given.)

17 Q. How were they packaged on the ship on the
18 vessel?

19 A. Usually those that goes into container,
20 certain amount of gloves. There's a 40-foot
21 container, 40-high foot container, or bigger
22 containers. It's various, each container
23 differently.

24 It was very rough. On that time, the
25 time of COVID, there was a very hard -- especially

2 towards the end of COVID. Not in the beginning,
3 in 2019. Just in 2020 there started becoming big
4 issue with containers.

5 So everybody was scrambling for getting
6 out merchandise from China or they were scrambling
7 on containers, scrambling on chassis. There was a
8 whole scramble.

9 So it wasn't in a routine that normally
10 when you order 40-foot container, you get a
11 40-foot container. You could have gotten a
12 40-high or 53-foot. There's various different
13 sizes.

14 And it went out to vessel, and the
15 vessel usually travels anywhere between four to
16 six weeks until it gets to United States. And
17 then United States takes some time to dock.

18 I think at that time it was also
19 problem some vessels were already in the United
20 States but it didn't dock. It took ten or five or
21 six days to dock because there was lack of
22 employees due to COVID, shortage of employees at
23 that time.

24 And then, my understanding, it gets
25 unloaded. Started the struggle of getting a

2 chassis, which every container it comes. It comes
3 without wheels. Comes stacked one on top of the
4 other. It's like a puzzle game on the boat.

5 And then they come with a crane. They
6 unload it from the boats to a chassis. And the
7 chassis has wheels, and this is how gets wheeled
8 into a warehouse.

9 This is my understanding how it works
10 on a normal daily basis. This is how it worked in
11 COVID.

12 Q. And you would agree with me that each
13 container had a unique container number assigned to
14 it, correct?

15 A. I'm not familiar exactly how this
16 works, but I remember that it has a container
17 number, yeah.

18 Q. You remember having an understanding that
19 each container would have the same type of gloves
20 within it?

21 A. Give me the question again. I didn't
22 understand.

23 Q. Sure.

24 So, for example, if a container had --
25 well, let me ask it a different way.

2 Would you agree with me that your
3 understanding was that each container would be
4 filled with the same kind of MedCare gloves?

5 MR. SPERBER: Objection to the form.

6 A. I don't understand your question, if
7 you can go details into it.

8 Q. Sure.

9 For example, if you got a container
10 that had gloves that were labeled protection on
11 the box, then all of the boxes in that container
12 would be the same boxes labeled as protection?

13 A. No.

14 Q. Why not? What is your understanding?

15 A. Because my understanding was on COVID
16 that there is sometime they were very stressed on
17 COVID and they -- they didn't have exact employees
18 or something. They could have mixed in one box or
19 ten boxes.

20 I mean, I don't -- I wouldn't rule it
21 out. I remember some kind of issues that was
22 mixed. I don't remember exactly, but it could
23 have been mixed in by mistake, one or two pieces.

24 Q. Do you remember --

25 A. I don't know how to say it in English.

**KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023**

Page 52

2 THE WITNESS: Alex, I'll tell it to
3 you. It's not a klal.

4 MR. SPERBER: A rule, not a rule.

5 A. Not a rule.

6 Q. So the clients that you had in the United
7 States, including Rock Fintek, what is your
8 understanding of the type of gloves that they were
9 looking to buy from Kitchen Winners?

10 A. Whatever the contract says.

11 Q. And is it your understanding that Rock
12 Fintek was looking to buy from Kitchen Winners
13 examination Nitrile gloves with an FDA 510(k)
14 certification?

15 A. If that's what it says in the contract,
16 that's what they were looking for.

17 Q. And it would be important for you to know
18 that you're delivering the correct product to your
19 customers, correct?

20 A. I did deliver the correct product.

21 Q. Okay.

22 And how can you know that the product
23 that was coming over from China that MedCare was
24 sending over was the correct products?

25 A. First of all, we had inspections in

2 China, to my knowledge. And, second of all, we
3 also had another inspection over here because Rock
4 Fintek -- had opportunity -- because Rock Fintek
5 didn't pick up on a timely basis the merchandise,
6 we had an opportunity to inspect it again over
7 here in the United States.

8 Q. Who did the inspections in China?

9 A. It's all in the production.

10 Q. Say that again.

11 A. All in your production.

12 Q. Okay.

13 Was it somebody that was hired by
14 Kitchen Winners or somebody that worked for
15 MedCare?

16 A. I don't remember. It's in your
17 protection.

18 Q. Okay.

19 Did you pay for those inspections?

20 A. No.

21 Q. Did you get results of those inspections?

22 A. Yes. It's in your production.

23 Q. Okay.

24 What was the scope of the inspection?

25 What were they inspecting for?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 54

2 A. Should be in your production and
3 details. I don't recall.

4 Q. Okay. We'll take another look.

5 Do you remember who specifically was
6 involved in the inspections, the names of people?

7 A. I don't recall.

8 Q. Okay.

9 And then you said you had an
10 opportunity to inspect the merchandise here in the
11 United States.

12 Do you know if that opportunity was
13 taken?

14 A. Yes.

15 Q. Okay.

16 And who did the inspection here in the
17 United States?

18 A. Me, myself.

19 Q. Where did you do this inspection?

20 A. The warehouse.

21 Q. Where?

22 A. California.

23 Q. Okay.

24 And did you inspect every single
25 container that came in or are you just referring

2 to the first one?

3 A. I inspected every container that came
4 in for my goods that was on the ground.

5 Q. So it's your testimony that you -- well,
6 where do you live, Mr. Weiner?

7 A. Brooklyn, New York.

8 Q. Okay.

9 Do you know approximately how many
10 containers were sold to Rock Fintek over the
11 entire life of the relationship, whether it's
12 before the big contract or during the big
13 contract?

14 A. Approximately in the 50s.

15 Q. Okay.

16 And how many vessels --

17 MR. RAKHUNOV: Strike that.

18 Q. So it's your testimony that you
19 personally inspected every one of the 50 containers?

20 A. Yes.

21 Q. And how many vessels did these containers
22 arrive on? How many times did you have to go to LA?

23 A. I didn't have to go to LA. It was done
24 by Zoom.

25 Q. Okay.

2 So you were not personally at the
3 warehouses to do this inspection?

4 A. Not every time.

5 Q. How many times did you go to LA to
6 personally inspect the containers?

7 A. I can't tell you, but I know it was
8 numerous times.

9 Q. And you flew to California each time?

10 A. No. I walked. LOL. Sure I flew.

11 Q. And if you had to produce records of your
12 flights to California to inspect the containers, you
13 would be able to do that?

14 A. Correct. Just call up somebody that I
15 think that made me the tickets and asked him to
16 produce it.

17 Q. What did you inspect? What did you do
18 when you got to the warehouse or you were on Zoom?
19 What were you looking for?

20 A. I was looking how it came in in the
21 container packed. Because sometimes they didn't
22 fill up a full container and it was empty space.
23 And so it didn't lock in good --

24 (Reporter clarification.)

25 A. You need to pack the container a

2 certain way so it didn't fall off. It doesn't
3 fall if it's not full to the T. You have to pack
4 it in a way that it interlocks the boxes.

5 This was the beginning when I came in.
6 Then the markings on the boxes. Then inside the
7 boxes on the quality.

8 Q. So when you say "inside the boxes," I
9 want to be clear because there's some confusion
10 about cartons versus boxes.

11 When you use the word "box," are you
12 talking about the brown cardboard box or are you
13 talking about the tissue-sized box inside?

14 A. Both.

15 Q. Okay.

16 So you actually opened up the cartons
17 to see what the boxes looked like?

18 A. If I was there, I opened up. And if I
19 was not there, I made him open up.

20 Q. How many -- when I say carton, I'm
21 talking about the brown box that has ten tissue
22 boxes in it.

23 How many cartons did you open up during
24 any given inspections?

25 A. It would be approximately between 5 to

2 8 percent.

3 Q. Did you seal those cartons back up when
4 you were done or did you have somebody at the
5 warehouse do it?

6 A. Somebody at the warehouse.

7 Q. You paid them for it, right?

8 A. It was included in the charge.

9 Q. By the way, do you remember the name of
10 the logistics company you were using for storing
11 these goods?

12 A. I think MD 3PL or something like that,
13 if I remember correctly.

14 Q. Have you heard of a company called
15 IronLink Logistics?

16 A. No, not that I recall.

17 Q. If I told you that IronLink was another
18 name for MD 3PL, would that sound familiar to you?

19 A. No.

20 Q. Is MD 3PL Logistics the only logistics
21 company you used for your business with Rock Fintek?

22 A. We used another two warehouses towards
23 the end. But it had to first go into MD 3PL. And
24 then from MD P3L, it was struck down to -- what
25 happened is towards the end -- like I told you in

2 the beginning, every payment was a struggle, so
3 maybe after the second threshold of delivery or
4 the first threshold of delivery -- I would have to
5 look in exactly -- they came up on a call and they
6 said that they miscalculated the timing.

7 Because they thought that if they'll
8 pick up from me in California, they'll be able to
9 deliver it within two or three days and get the
10 money in another day. So they'll be able to make
11 two -- two swings or -- I don't know what it was,
12 but they were off with timing. They saw they were
13 going to have a big problem.

14 So they came up on the phone and they
15 asked me to -- they'll give me two places, like
16 Chicago and some other place -- I don't remember
17 which. Their customer are in that area and I
18 should hold out to find their warehouse and keep
19 -- and from there, they'll pick it up.

20 But that was only for a few days
21 because I brought in only -- because I didn't want
22 it to sit over there, because I had prior problems
23 that it was sitting too long in M3 warehouse.

24 Eventually I make with them a deal that
25 it should sit only a week or 15 days because that

2 was my -- that was my understanding. They were
3 supposed to pick it up from the payer.

4 The payer cost a lot of money if it
5 sits. The payer charges crazy amount of money. I
6 think it's like -- crazy amount of money. It's
7 unbearable.

8 So I took it to MD 3PL and I put it in
9 their storage. And my understanding was that they
10 will pick it up in the next few days. So first I
11 made a deal only for 15 days. Then back then I
12 saw that it's tracking longer.

13 But on the second warehouse. I was
14 already knowing what's going on so I didn't send
15 out there only -- I didn't send out like unlimited
16 merchandise to Chicago.

17 I was preparing myself. I knew what
18 their -- I wouldn't send down ten trucks or 15
19 trucks. I would prepare for two, three trucks or
20 four. Whatever.

21 Q. Okay.

22 And the warehouses towards the end,
23 other than the LA ones, were in Chicago, correct,
24 or outside of Chicago? Do you remember that?

25 A. I would have to check. I believe Phil

2 has all the paperwork. It's in my part of my
3 production.

4 Q. Okay.

5 So let me turn to a slightly different
6 topic. We've talked about Mendel Banon a few
7 times.

8 What is Mendel Banon's role with
9 respect to Kitchen Winners?

10 A. He was a broker.

11 Q. Okay.

12 Can you describe how he provided broker
13 services to Kitchen Winners with respect to the
14 Rock Fintek business.

15 A. Rock Fintek was a little bit more also
16 in the beginning because he felt that he was doing
17 the sales, also. Because Arik Maimon came to him,
18 not to me. So he was a broker on that part, also.
19 He felt he deserved something out of that as well.

20 So he was -- in the beginning, he spoke
21 to Arik Maimon quite -- I think on every -- one or
22 two or three phone calls, he was involved or more.
23 And that's what I remember.

24 Q. So did Mr. Banon have gloves of his own
25 to sell to Rock Fintek?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 62

2 A. You have to ask him.

3 Q. Okay.

4 Do you have knowledge of any MedCare
5 brand gloves that Mr. Banon sold to Rock Fintek
6 directly?

7 A. Not to my knowledge.

8 Q. Okay.

9 So at some point Mr. Banon reached out
10 to you looking to sell MedCare gloves to Rock
11 Fintek? What was the first time you discussed
12 Rock Fintek business with Mr. Banon?

13 MR. SPERBER: Objection to the form.

14 A. I don't recall. But I can recall that
15 he was very excited that they took him to a boat
16 to schmooze him up and like get him on board. And
17 he was excited.

18 You know, they take him on the yacht,
19 all this spiel, I'm a billionaire and I was
20 sitting on a yacht on the deck and I had a
21 beautiful time, you have to come here.

22 That's what I remember. He was all
23 excited. Oh, the billions -- guys that have
24 billions of dollars. He was all excited.

25 Q. He was excited to do business with

2 someone who he viewed as wealthy and viewed this as
3 an opportunity?

4 A. He was excited. I just told you
5 what -- you asked me what happened. This is what
6 I remember. I remember a kid getting a candy.

7 Q. So you observed him being excited. What
8 did he tell you about Rock Fintek?

9 A. That they want to buy gloves and he's
10 excited. I wasn't so impressed because I heard
11 this every day.

12 Q. Okay.
13 So what did he -- how did --

14 A. He got a big candy.

15 Q. When you say he acted as a broker, did
16 you have an agreement with Mr. Banon?

17 A. No. It's all verbal.

18 Q. Okay.
19 And what was your verbal agreement?

20 A. That he would get something when we're
21 done out of the sales of it.

22 Q. How much was he going to get?

23 A. I would have to talk to him and go over
24 the conversations.

25 Q. Well, did you review any --

2 A. I think 10 cents or 5 cents. It was
3 small amount.

4 Q. 5 or 10 cents for what?

5 A. Per tissue box.

6 Q. Okay.

7 Well, that would add up to a
8 significant amount of money, right?

9 A. Yeah. Yeah, 2- or 300,000, maybe.
10 Maybe less. I would have to check. Quarter or 50
11 cents per case.

12 Q. How did Mr. Banon --

13 A. I think it was a quarter. I remember
14 now. It was a quarter. 25 cents per master box.

15 THE WITNESS: Just one second.

16 (Whereupon, a discussion was held off
17 the record.)

18 Q. Did Mr. Banon get paid this quarter per
19 box or carton commission on the gloves that were
20 sold under the large sales and purchase contract or
21 just the gloves that were sold before the big
22 contract?

23 A. No. He was supposed to get the
24 large -- on the whole thing. He had the candy.

25 Q. Did Kitchen Winners, in fact, pay

2 Mr. Banon this commission?

3 A. Not in full.

4 Q. Why not?

5 A. We lost money.

6 Q. How much did Mr. Banon get paid by
7 Kitchen Winners?

8 A. I would have to look into the numbers,
9 but he got some money.

10 Q. How did he get paid? By check? By wire
11 transfer? Cash?

12 A. Wire transfer.

13 Q. Would that wire transfer be reflected in
14 the Dime bank account of Kitchen Winners?

15 A. No. It would be reflected in Mark
16 Nussbaum's payments.

17 Q. All right. Let's break that down.
18 Is it your understanding that before
19 the big contract, the money from Rock Fintek would
20 go to Mark Nussbaum as Kitchen Winners counsel,
21 right? Step 1. And then Mark Nussbaum would
22 distribute that money to either Dime Bank or
23 Mendel Banon or wherever that money needed to go?
24 Is that correct?

25 A. To a certain extent.

2 Q. Tell me what I'm missing.

3 A. I don't know if every payment went from
4 people -- or went, but Mendel Banon's for sure I
5 know went from Mark Nussbaum. Larger payments
6 went from Mark Nussbaum.

7 Q. Okay.

8 And when the payments from Rock Fintek
9 were going into the Adorama bank account directly,
10 was it Adorama that would pay Mendel Banon's
11 portion or something else?

12 A. Adorama never made payment to nobody.
13 Only to Mark Nussbaum on behalf of me. I mean to
14 Mark Nussbaum to give to me.

15 Q. I'm a little confused here.

16 You understand that in connection with
17 the big contract -- and I think we've seen it in
18 documents you produced -- Rock Fintek paid
19 directly to Adorama, correct?

20 A. Correct.

21 Q. All right.

22 What happened with the money -- what
23 did Adorama do with that money, to the best of
24 your knowledge? How did it distribute Rock
25 Fintek's payments for the gloves?

2 A. Let's start. Adorama didn't do
3 nothing. Adorama gave me an advance. Let's
4 assume \$5 million. Then when payment came in, he
5 had an accountant -- I don't know if it's in his
6 production or my production -- somebody by the
7 name -- I don't remember. You asked about this.
8 The accounting department that he gave -- he gave
9 up that money came in and --

10 (Technical interruption.)

11 A. And notified me that the money came in
12 and now I can get more money to send to China.

13 So I asked another advance. I was
14 always advancing out money. So adorama was never
15 really paid in full, full, full, full. Only
16 towards the end.

17 Q. Okay. Again, my question is focused on
18 Mr. Banon.

19 How do you understand Mr. Banon got
20 paid for the large contract?

21 A. Your focus was not on Mr. Banon.
22 Because I answered you that question clearly that
23 he got it from Mark Nussbaum.

24 You asked me if Adorama ever paid money
25 for Mr. Banon. And I explained to you no, they

2 did not make no payments to anybody.

3 You can ask me again how does the money
4 from Adorama get distributed. I told you what
5 happened.

6 Q. And I apologize. It's really hard to get
7 your answers right now because every other word
8 you're getting cut off. Maybe if you could log back
9 out and log back in that would solve the problem
10 because this isn't going to work for the day.

11 (Whereupon, there was a pause in the
12 proceeding.)

13 Q. Can you again explain how did -- let me
14 try to make this as quick as possible.

15 Adorama received the money from Rock
16 Fintek. They would keep whatever they needed to
17 repay the loan. Is that right so far? Or a
18 portion of a loan.

19 A. Let's keep it very clean. Adorama
20 didn't pay no payments to anybody, only to Mark
21 Nussbaum that what I asked for advance for.

22 Q. Okay.

23 But my question is after Rock Fintek
24 paid Adorama. You agree with me that Rock Fintek
25 wired \$19 plus million to Adorama's bank account

2 in connection with the sales and purchase
3 agreement? You agree with me on that?

4 A. Correct.

5 Q. Okay.

6 And kitchen Winners received a portion
7 of that money, correct?

8 A. Again, to make it very clear, I don't
9 know the numbers in front of me, but Adorama got
10 paid and the warehouses got paid and the trucking
11 companies and the vessels got paid.

12 But all the payments went out from Mark
13 Nussbaum or Kitchen Winners, nothing from Adorama.
14 All the payments went out from Kitchen Winners or
15 from Mark Nussbaum.

16 Adorama, I was always in the red
17 because he always had to advance me money. I
18 constantly had money out on this contract until
19 maybe the last -- even after the end, because I
20 was owed money towards the end.

21 Q. But somehow the money made it from
22 Adorama's bank account to Mark Nussbaum or to
23 someone else, right?

24 A. Again, from Adorama to Mark Nussbaum.
25 That's a fact.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 70

2 Q. And then Mark Nussbaum as an agent of --
3 well, he was an attorney for both Adorama and
4 Kitchen Winners, and he handled the payment
5 logistics. Am I understanding correctly?

6 A. I would have to check if he did
7 logistics. I explained to you certain wires went
8 from him because it was larger. Or if I sent out
9 a check, it went from Kitchen Winners. If it was
10 a wire, it went from -- for sure from Mark
11 Nussbaum.

12 Q. So again, any payments that would have
13 been made to Mendel Banon came from Mark Nussbaum?

14 A. As I told you in the beginning, yes.

15 Q. Okay.

16 By the way, were any payments made to
17 Arik Maimon by either Adorama or Kitchen Winners,
18 Mark Nussbaum? By anyone on your side of the
19 transaction?

20 A. Payments? No.

21 Q. Loans --

22 A. He wasn't working for me.

23 Q. Okay.

24 Did you loan him any money?

25 A. After everything he started crying. We

2 built up a relationship. He started sobbing to me
3 that he got stiffed and he went into contract in
4 buying a house, an apartment or something, and I
5 should help him out, and yes, I gave him a loan.

6 Q. How much was that loan?

7 A. \$200,000.

8 Q. Did he repay the loan?

9 A. Yes.

10 Q. When did he repay the loan?

11 A. I would have to check the records, and
12 he paid me the loan in installments.

13 Q. Okay.

14 But it's paid off in full as of today?

15 A. Yes. Fully satisfied.

16 Q. Does Kitchen Winners or any entity that
17 you're affiliated with have any business
18 relationship with Arik Maimon directly or indirectly
19 through today?

20 A. No. No.

21 Q. Has Arik Maimon reached out to you to try
22 to do business with you after this whole glove deal
23 fell apart?

24 A. It didn't fall apart. After they
25 didn't pay me, he reached out to me numerous times

2 to make other businesses and it never panned out.

3 Q. What didn't pan out?

4 A. When he reached out and he wanted to
5 make with me other businesses, it didn't pan out.

6 Q. He reached out to you after the glove
7 deal was over and tried to do other business with
8 you?

9 A. We stayed friends.

10 Q. Okay.

11 Are you still friends to this day?

12 A. Yes.

13 Q. Okay.

14 How often do you talk to Arik?

15 A. Not on a daily basis, but I would say
16 every couple of weeks.

17 Q. Okay.

18 Do you discuss Rock Fintek with him?

19 A. Certain parts I discussed with him.

20 Q. Okay.

21 Has he agreed to appear as a witness
22 for Kitchen Winners in this case?

23 MR. SPERBER: Objection to the form.

24 A. You would have to ask my counsel.

25 Q. Okay.

2 Well, have you discussed Arik appearing
3 as a witness for you in this case?

4 A. Please ask my counsel.

5 Q. I understand that, but I'm asking you.
6 Have you and Arik had a conversation
7 about him serving as a witness in this case?

8 A. We had a lot of conversations. I can't
9 remember in details every conversation. But
10 especially when it came to this case, we talked
11 all together: me, him, his lawyer, and my lawyer.
12 I never talked to him direct that I can recall in
13 details about something, just details that he got
14 stiffed and I got stiffed. We shared our burdens
15 and our pain and our crying.

16 Q. When did you have a conversation with
17 you, Arik, and the lawyers present about this case?

18 A. Ask my counsel.

19 Q. I'm asking you under oath.

20 A. I don't recall the dates.

21 Q. Okay.

22 Where was the conversation? Was it on
23 Zoom? By phone? In-person?

24 A. On the phone.

25 Q. Okay.

2 Who was on that phone call?

3 A. My counsel, Arik Maimon, and his
4 counsel.

5 Q. Okay.

6 What was said during that conversation?

7 A. I have to ask my counsel. He should
8 answer, because I don't know if I'm at liberty --

9 MR. SPERBER: You can answer.

10 A. The conversation was that they fooled
11 him and they say they didn't make money. They
12 fooled us all, they didn't make money.

13 And we all feeling so disappointed and
14 hurt that they made so many millions of dollars
15 and -- and they lost in Thailand, and we bailed
16 them out on the Thailand problem, \$6 million.

17 And this contract, our gloves bailed
18 them out of this problem and we felt all painful
19 and disappointed and hurt. And the same me and
20 the same Arik Maimon.

21 Q. And did you have this conversation before
22 or after you brought this lawsuit?

23 A. After. We were always crying together
24 about our pain. But we didn't know in details.
25 And Arik was also, I think, thinking that I'm

2 playing games with him.

3 And later on when we saw certain things
4 in discovery and so on, we felt double -- double
5 -- he felt more than me because he was together
6 with them, he felt like double-stabbed or
7 whichever way you want to call it, like almost
8 walking in on your wife or something.

9 Q. All right.

10 Let's just get right to the point here.

11 So is it your position that all of the
12 gloves that Kitchen Winners sold to Rock Fintek
13 under the contract were in boxes labeled
14 examination gloves?

15 A. Correct.

16 Q. And it is your position that all of the
17 approximately \$1.7 million boxes of gloves were
18 Nitrile examination medical grade gloves bearing an
19 FDA 510(k) certification?

20 MR. SPERBER: Objection to the form.

21 A. Correct.

22 Q. So, again, during the many conversations
23 that you and Arik have had as friends, what kind of
24 business has he proposed doing with you in the
25 future?

2 A. He went into bringing a machine from
3 Israel that builds blocks. It's like a 3D printer
4 that builds big blocks of building houses.
5 Instead of building a house with a brick, they're
6 doing now with a 3D printer that prints not one
7 brick; it's as big as four, five, or six bricks.
8 It's bigger pieces and it brings down the cost of
9 construction.

10 And he showed me pictures of it and he
11 got -- he wanted to sell me -- that I should come
12 in partnership with him and I should take a loan
13 from Mendlowits. I told him I didn't like the
14 idea.

15 I don't know if he ended up buying. He
16 showed me a video of the machine by Skype or
17 something. I don't recall how. I think it was in
18 Fort Lauderdale or next to Orlando.

19 But this was the first opportunity that
20 came up, and he tried me to get Adorama involved
21 of giving us a loan. I didn't even pursue it. I
22 told him I don't like the idea.

23 I don't -- I thought at that time that
24 construction is over-hiked on pricing, and I spoke
25 to a couple of construction people here in New

2 York and it's not going to work.

3 If I remember correctly, it goes only
4 up three floors. It's not for a New York market.
5 It's more for suburban markets that go up only
6 three floors. That's what I remember, the first
7 thing, the first opportunity.

8 Then he called me again -- don't forget
9 he owed me money this time. And I was talking to
10 him on a monthly basis at that time, now less,
11 because I needed to collect on a monthly basis,
12 payments.

13 Then he offered me another idea of
14 going into vapes. Lighting, vapes, those kinds of
15 cigarettes. I made also a little research on it
16 and I spoke to a few people about the vaping
17 business and they explained to me that it's a dime
18 a dozen and unless you had the MYLE brand -- I
19 remember now, the MYLE brand. There's a few big
20 brands.

21 And I made also my research. And lo
22 and behold, I think he did go into some of it a
23 little bit. Because after that he called me as a
24 friend crying that he can't pay me because he lost
25 all their money and I should help him out selling

2 it.

3 So I tried making a few phone calls to
4 the friends that I spoke to. They offered him --
5 I remember one guy offered him 80 cents or 90
6 cents. And I think he wanted 1.75. He was
7 crushed.

8 Then he asked me a favor, that he was
9 going to send me a key and if I could go down to a
10 storage place, that he had some stuff and blah,
11 blah, blah, like this will be able to help me and
12 help sell it.

13 I went down there. I took samples. It
14 was part of my still trying to help him out to
15 sell it. He told me it's worth a certain amount
16 of money. Blah, blah. And then at the end, it
17 was all talk, talk, talk, talk, talk.

18 And I think he ended up sending down --
19 I had the key for a long time. I think I remember
20 having it misplaced. And he called me one day
21 that he has someone, a kid coming down, he's
22 flying in and I should go with the kid.

23 And I told him I don't work for you,
24 basically. I could try to help you. But don't
25 call me friend, go, fly, come. Tell the guy to

2 call me. I will see my best how I can help you.

3 But I'm not an employee by you. Don't tell me
4 when to come and to go.

5 So he says, no, the guy's flying
6 special in. We were joking. I said last time I
7 checked, I'm not your employee. And I will try to
8 help you if I can help you.

9 At that time I misplaced the key. I
10 remember I was telling my wife I'm looking for
11 this key high and low all night. But then I found
12 it in my car where the cup holder is. I found the
13 key.

14 And he send down here the guy with a
15 van, a truck. I don't remember. It's vaguely.
16 He's asking me question. I didn't pay attention.
17 It was a rental. The guy came down with the
18 rental and I gave him the key.

19 Supposedly I had -- he - I explained
20 him how to walk into the building. I still
21 remember. It was from a side entrance. It was a
22 little bit complicated.

23 So I told him it was the self-storage
24 places. So I told him to go to the side entrance
25 so he doesn't have to go through what I went

2 through and waste so much time. And he walks down
3 to the basement. There's numbers.

4 I gave him my little bit of a spiel of
5 what I went through that I was looking for it for
6 over an hour and a half. I was helping him out to
7 shorten the time, the distance.

8 That was the second approach he gave me
9 to sell this lighters or be involved with him.
10 And then I told him, you see, I told you it's not
11 a good idea. Why did you go in? He was crying
12 that he lost more money and now he thought he was
13 going to be able to pay me from this better.

14 He was lacking on payments so I
15 constantly tried working with him. I know the
16 loan was supposed to be paid originally in
17 paperwork, I think, in 12 months. I think he
18 ended up paying it in -- I don't know, but much
19 longer time; two or three years, whatever. It was
20 double the time, I think.

21 Then, he offered me recently another
22 adventure, something he offered me recently. I
23 don't remember what it was. I really don't
24 remember recently what he offered me because he
25 told me and then I got a beep and he got a beep.

2 He told me about something, a new
3 investment, but I don't remember what it was.
4 That was our conversations.

5 From time to time we brought up the
6 pain. I was crying. He was crying. He was
7 saying that it was a big burden on him. And blah,
8 blah, blah.

9 I blamed him a little bit. I didn't
10 take out my frustration, but I blamed him a little
11 bit because he asked me constantly to release
12 goods.

13 And he trusted me that Arik Maimon's
14 name is on the line, and I will never get stiffed
15 with money because I would never give credit for
16 -- I didn't know who Tommy Kato is, I especially
17 didn't know Bill. He came highly recommended.
18 I'm representing. And blah, blah, blah. I will
19 make sure my name and, you know. And he always
20 told me I'm a stock company, a CEO, I can't
21 afford.

22 And he has on the chairman a lot of
23 people I remember, big shots in the community. I
24 don't remember now the names, but if you want I
25 can find it out.

2 All these big, big shots and
3 billionaires, or one or two billionaires on his
4 board. And I checked out with one or two people
5 and they gave me very good recommendations on him.

6 And also it was very spiritual. Me and
7 him, we shared a lot of -- we both -- I'm original
8 from one culture in more Hasidic community. And
9 he is more modern. He doesn't have a beard. He
10 doesn't have curls.

11 We shared a lot of information
12 regarding Chabad -- I don't know if you ever heard
13 of them -- and it was always like I would rather
14 everything is with the blessing of the Rabbi. The
15 Rabbi is not alive, but the blessing with the
16 Rabbi. There is such a thing that the Rabbi has a
17 book and when you open up the book, it gives you
18 in certain pages blessings.

19 Q. Mr. Weiner, I appreciate the response but
20 we do have a limited amount of time so if could cut
21 you off now.

22 Just to bring this around, is it fair
23 to say that since July of 2021, you and Mr. Maimon
24 have developed a friendship and he has approached
25 you with numerous business opportunities and he

2 obtained a loan from you that he has since repaid?

3 A. I consider him a friend.

4 Q. And he has brought all the business
5 opportunities to you that you have just described,
6 right? We don't need to repeat your testimony.

7 A. Yeah. He brought me different
8 opportunities.

9 Q. When was the last time you spoke to
10 Mr. Maimon?

11 A. With my lawyer or without my lawyer?

12 Q. Either way.

13 A. I think last week one day with my
14 lawyer.

15 Q. Did you talk about this case?

16 A. We did talk about the case regarding
17 his testimony, that he didn't feel good that day.
18 It was my lawyer, his lawyer, and me and him.

19 And one line we always had, me and
20 him -- we both vouched by this line -- that if
21 anybody needs me to testify for him or he testify
22 for me, we will keep to the amos, you know what
23 means the word amos? The truth.

24 I will never lie for him and he should
25 never ever lie for me. We should keep to the

2 guidelines of the truth. Because this is the
3 truth and this is what we want to do, we want to
4 keep that, the truth. We believe in the truths.

5 This is what we had vouched together.
6 So I think we went on a phone call, my lawyer and
7 his lawyer, and he said that he wasn't prepared.
8 He didn't realize that he has to testify and --

9 THE WITNESS: Alex, you can babble it
10 more, because I don't know the legal term on
11 it.

12 Q. Just what he said.

13 A. He wasn't prepared to testify with the
14 documents and this and he has to review
15 everything.

16 Q. Did he say anything about responding to a
17 document subpoena that we issued, that Rock Fintek
18 issued in this case?

19 A. I think he said that you issued -- my
20 recollection is that he said that you asked him
21 for a paperwork subpoena and not on a deposition.

22 Why am I deposing him and what do I
23 need from him? I recall saying Alex, my lawyer,
24 shall respond. I think my lawyer was responding
25 to his -- this. And then my lawyer and his lawyer

2 were yada-yada-yada. I don't know legal version.
3 So I don't know F21 2035. All these numbers, I
4 don't know what it means. To me, it just means
5 numbers.

6 Q. Was his lawyer Gary Murphy on the call or
7 someone named Max?

8 A. No, somebody Gary.

9 Q. Okay.
10 Did Arik say that he did not respond to
11 my document subpoena?

12 A. Opposite. He said he gave you all the
13 paperwork.

14 Q. He said he gave us all the paperwork?

15 A. That's what my understanding was.

16 THE WITNESS: Alex, that's --

17 A. That's what I understood.

18 Q. Okay.

19 Well, I'll tell you, if that's what he
20 told you, he was not being truthful with you.

21 A. I don't know. I didn't ask him to
22 provide me. He said that you guys asked only him
23 for documents, not to be on the stand.

24 Q. Sure. I understand.

25 So did --

2 A. And he did say that he provided the
3 documents.

4 Q. He said that he provided the documents?

5 A. That's what I recall. Unless I was
6 confused because there was also a lot of talk
7 between -- you have to understand, I don't know --
8 all this legal terminology, I don't know.

9 So I don't know what my lawyer spoke
10 with him. I can't relate to that. But they were
11 exchanging -- what I understood, from how much
12 English, I understand that he provided whatever
13 needed to be provided to you guys, paperwork.

14 Q. So let's go back to Kitchen Winners
15 relationship with MedCare.

16 Do you understand that MedCare brand
17 was manufactured by a company called Global
18 Tooling Services? Yes?

19 A. Yes.

20 Q. Okay.

21 And if I refer to MedCare in this
22 deposition, is it okay that -- you understand I'm
23 referring to Global Tooling Services? Is that
24 okay?

25 A. Okay.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 87

2 Q. Okay. Just so the record is clear. It's
3 easier to say MedCare than Global Tooling Services.

4 So when did you first become involved
5 with doing business with MedCare?

6 A. End of 2020. September, October. I
7 think October, November.

8 Q. How did you become -- how did you start
9 doing business with MedCare?

10 A. Also Mendel brought me a connection,
11 somebody from Europe. That guy from Europe
12 connected us to Anna Grinvald and we started
13 connecting and doing business.

14 Q. So the MedCare connection came through
15 Mendel Banon?

16 A. Yes.

17 Q. Was he in any way compensated for
18 connecting you with MedCare?

19 A. No.

20 Q. Okay.

21 Let's go through some exhibits.

22 (Whereupon, a letter was marked as
23 Weiner Exhibit 3 for identification, as of
24 this date.)

25 Q. **This one should be quick. I've put a**

2 document in the chat box that will be marked as
3 Exhibit 3. It starts with a 7 in the way the
4 document is titled. It's Bates-labeled AKW 3168.

5 While the document is loading, let me
6 ask you --

7 A. I have it.

8 Q. -- does Kitchen Winners consider itself
9 an exclusive dealer of MedCare gloves in the USA?

10 A. No.

11 Q. Okay.

12 So take a look at the letter. It's
13 page 2 of Exhibit 3.

14 Do you see it's a letter on MedCare
15 letterhead dated March 22, 2021? Do you recognize
16 this document?

17 A. Yes.

18 Q. Okay.

19 What were the circumstances of you
20 receiving this letter?

21 A. That was proposed by Mendel and her
22 that maybe we should become sole distributors.

23 Q. Okay.

24 Where do you -- can you point me to
25 something in this document that refers to it as a

2 proposal?

3 A. No. I don't point in the documents.
4 But if you would follow all of the emails, I think
5 you would figure it out.

6 Because I also was never a sole
7 distributor. She sold for a lot of different
8 people. There was a company in New York over
9 here. It was called -- it's a medical company.
10 It was called -- oh, I don't remember the name. I
11 can look it up. I had a meeting with people that
12 they sold to.

13 She told to Texas. She sold to a lot
14 of people. She didn't sell to me. At that time
15 she sold the volume that I'm trying to move and
16 buy.

17 Don't forget at that time I already
18 purchased -- in February and March, I already gave
19 her POs for close to 2 or 3 million boxes. I was
20 the largest buyer, so she proposed it to me so I
21 can show it to my investors.

22 Q. So do you see in the last line of letter,
23 Ms. Grinvald writes: We hereby confirm that Kitchen
24 Winners has full exclusivity for MedCare in USA?

25 Do you see that?

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 90

2 A. I see that, yeah.

3 Q. So is it your testimony that this was
4 only a proposal?

5 A. Yes.

6 Q. Did you tell any customers of yours that
7 Kitchen Winners was an exclusive dealer of MedCare
8 gloves in the United States?

9 A. No. There was, in fact, a lot of
10 different people that they had merchandise from
11 MedCare.

12 Q. Isn't it true that you told Thomas Kato
13 and Bradley Gilling on a phone call that Kitchen
14 Winners was an exclusive provider of MedCare gloves?

15 A. No.

16 Q. You can close that one.

17 (Whereupon, an email was marked as
18 Weiner Exhibit 4 for identification, as of
19 this date.)

20 Q. This is Exhibit 4. It does have a number
21 3 in the title. And this is another email produced
22 by your counsel, Bates-numbered AKW 002750. It's a
23 one-page document.

24 By the way, at the top, the email
25 address hersheyweiner@gmail.com, that's you,

2 correct?

3 A. Yes.

4 Q. All right.

5 And in the cc field, do you see
6 weinerhershey@gmail.com.?

7 That is also you, correct?

8 A. Correct.

9 Q. All right.

10 So my only question about this email is
11 do you see the subject is Chat History for Group
12 GTS?

13 Do you see that?

14 A. Correct.

15 Q. Does that refer to history of a WeChat
16 group or something else?

17 A. No.

18 Q. What is it?

19 A. It's a phone calls conversation group.

20 Q. So chat history refers to phone calls?

21 A. To a group that we spoke. We used to
22 speak on a chat group together. Every time that
23 we had a meeting, it was a chat group.

24 Q. So it's your testimony that this does not
25 refer to any kind of an electronic --

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 92

2 A. No, not that I know.

3 Q. Okay.

4 MR. RAKHUNOV: Let's take a break.

5 (Whereupon, there was a pause in the
6 proceeding.)

7 THE WITNESS: When we take a break for
8 30 minutes, we should notify each other.

9 MR. RAKHUNOV: And, Mr. Weiner, we were
10 just talking to your counsel. Hopefully we
11 can do a break shorter than 30 minutes
12 because we have -- we are entitled to seven
13 hours of testimony.

14 I understand the issues with
15 scheduling, and we are accommodating you
16 leaving when you need to leave. But I hope
17 everybody will accommodate a shorter lunch
18 break so we can get this done.

19 THE WITNESS: With all due respect, I
20 understand but I gave you a few different
21 days and I told everybody in the beginning
22 that I would be traveling this day and I was
23 ready at 8 o'clock sitting on my street. I
24 have to be at the airport by 4:30.

25

**KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023**

Page 93

2 MR. RAKHUNOV: I don't want to waste
3 any more time on this.

4 MR. SPERBER: Let's get going.

5 Q. When did you start buying gloves from
6 MedCare?

7 A. If I recall, October or November of
8 2020.

9 Q. And other than the big contract with Rock
10 Fintek, did Adorama make you loans or other funding
11 for any other glove purchases from MedCare?

12 A. Yes.

13 Q. Okay.

14 How much percentage-wise of the MedCare
15 business did Adorama fund?

16 A. Please explain the question.

17 Q. Well, did Adorama fund all of the gloves
18 that you bought from MedCare?

19 A. No.

20 Q. Okay.

21 Can you estimate what percentage of the
22 gloves that you bought from MedCare were used
23 funding from Adorama?

24 A. I can't do an estimate. I would have
25 to check.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 94

2 Q. Okay.

3 But at least some other MedCare
4 purchases were funded by Adorama, correct?

5 A. As I told you before, yes, for a very
6 short period of time, a very small amount of
7 money.

8 Q. Okay.

9 Of all the gloves that Kitchen Winners
10 bought from MedCare during the whole time you did
11 business with them, what percentage,
12 approximately, of those gloves were sold to Rock
13 Fintek?

14 A. Less than 50 percent.

15 Q. Less than 50 percent?

16 A. Way less, yeah.

17 Q. Who was the next largest customer other
18 than Rock Fintek?

19 A. Matter of fact, JNS, I think, was
20 larger than Rock Fintek.

21 Q. Okay.

22 What kind of MedCare gloves did you
23 sell to JNS?

24 A. Examination gloves.

25 Q. Any other kind?

2 A. No.

3 Q. So it is your testimony that if JNS had
4 protection labeled gloves in their inventory, those
5 did not come from you?

6 MR. FRISCH: Objection.

7 A. My testimony is that I sold them
8 examination.

9 Q. Did you get any gloves other than
10 examination gloves from MedCare?

11 A. Yes.

12 Q. Okay.

13 What kind of other gloves did you get
14 from MedCare?

15 A. I'm sorry. I'm sorry. I'm sorry.
16 recall.

17 Everything was examination. But I had
18 labeled boxes that came in protection.

19 Q. Okay. So let me back up for a second.

20 When you say everything was examination
21 but you had boxes labeled protection, I understand
22 that testimony. But what I want to ask you is do
23 you understand the difference between an
24 examination glove and a protection glove?

25 A. When you say the name examination and

2 protection, I understand what the difference is
3 because I remember at that time what we pointed
4 out.

5 And my contract with MedCare -- like we
6 said, we're not going to call it, whatever, a
7 different name. My contract with MedCare was
8 specific examination. And the same contract made
9 with them, the same contract I sold.

10 I didn't purchase other name what is
11 called protection, and I didn't purchase other
12 things, examination. This is what I purchased and
13 this is what I verified constantly that I should
14 get. If I got mislabeled boxes, yes.

15 Q. Okay.

16 So putting aside the labeling issue --
17 by the way, your contract with MedCare, did you
18 have a single contract or was it in forms of
19 purchase orders or something different?

20 A. It was produced in production.

21 Q. What was it?

22 A. I don't recall.

23 Q. And you're saying that your contract with
24 MedCare specifically called for examination gloves?

25 A. Yes.

2 Q. Did your contract with MedCare call for
3 FDA 510(k) examination gloves?

4 A. Yes. Blue collar -- blue collar.
5 Different things inside, but I don't remember
6 everything exactly.

7 Q. But it's your testimony that 510(k) and
8 examination were expressly mentioned in your
9 contract with MedCare?

10 A. Yes.

11 Q. Okay.

12 A. As protection.

13 Q. Now, back to my earlier question.

14 Do you have an understanding, if you
15 have one, what a protection glove is as opposed to
16 an examination glove? And I don't mean the
17 labeling. I mean the actual nature of the glove.

18 A. A protection glove is a glove that is a
19 Nitrile protection glove. It's a glove that is
20 used in nursing homes, maybe, and not in surgery.
21 And examination is also allowed to be used by
22 surgery.

23 That's what I understand, not going
24 into the depth of it.

25 Q. Well, let me ask you this: So where do

2 you gain your understanding of the difference
3 between the gloves?

4 A. When I went in to do the gloves, I
5 contact various people that were doing gloves and
6 I spoke to them in lengthy conversations with the
7 knowledge of the glove business.

8 I reached out, consulting with various
9 different people on the phone in lengthy
10 conversations with professionals in the business
11 of 15, 20 years.

12 Q. Do you consider yourself to be an expert
13 in gloves?

14 A. I don't think that I'm an expert, but I
15 consider the verification that I made. I spoke
16 with experts at that time.

17 Q. So you learned -- so if a box of gloves
18 was labeled correctly as a protection glove, that
19 would not comply with your contract with MedCare,
20 correct?

21 A. Yes.

22 Q. And, similarly, if a box of gloves was
23 labeled protection that you sold to Rock Fintek and
24 it was correctly labeled protection, that would not
25 comply with your contract with Rock Fintek?

2 A. Unless if I give them a letter and they
3 accept that it's an examination. I don't know. I
4 would have to ask. I'm not -- I'm not in -- in
5 the lawyer's language to know exactly those
6 things.

7 I know that they got all boxes
8 examination. And I don't know if they would have
9 gotten protection, if the glove from manufacturer
10 said it was mislabeled, if that's considered not
11 what they got. I don't know.

12 Q. Okay. But my question was much simpler
13 than that.

14 I mean, you agree with me that your
15 contract with Rock Fintek called for Nitrile
16 examination gloves bearing a 510(k) certification,
17 correct?

18 MR. FRISCH: Objection to the form.

19 A. If that's what in my contract.

20 Q. And if you, in fact, delivered protection
21 gloves and not examination gloves, that would be a
22 breach of contract, correct?

23 A. Again, I don't know. You have to ask
24 the lawyers. The glove itself is an examination
25 glove. Oreo cookies, and it's --

2 Q. Mr. Weiner, with all due respect I don't
3 want to talk about --

4 A. I don't know. Ask my lawyer.

5 Q. You were willing a moment ago to say that
6 it would be a breach of contract if MedCare sent you
7 a protection glove instead of an examination glove,
8 correct?

9 A. I didn't say that. I said it would not
10 be the one that I asked them for. But if they
11 would give me a letter that it was an examination,
12 I might accept it. And I accepted the quantity if
13 my customer was accepting it.

14 Q. So have you ever heard of something
15 called ASTM D6319?

16 A. I've heard it a lot of times in
17 conversations, but I don't know what it is.

18 Q. Okay.

19 So do you understand that there are
20 certain quality, glove quality specifications and
21 standards that an examination-grade glove bearing
22 a FDA 510(k) certification has to meet?

23 MR. FRISCH: Objection to the form.

24 A. Again, I don't recall the details.

25 Q. I'm not asking you for details.

2 I'm asking do you generally understand
3 that there are certain quality specifications that
4 an exam glove would meet that would be different
5 from a protection glove?

6 MR. FRISCH: Objection to the form.

7 A. I understand that protection could be
8 used in a hospital and examination could be used
9 in a surgery room. That's what my knowledge was.

10 Q. So an exam glove is more protective, for
11 lack of a better word, than a protection glove,
12 correct?

13 A. I don't know why, but -- I mean, I
14 don't know. I don't know.

15 Q. Okay.

16 Do you know if a protection glove would
17 be less -- not a mislabeled glove, but an actual
18 protection glove would be sold for less than an
19 examination glove?

20 A. I would assume so, but not that I know.
21 To be very clear, I went to the experts at that
22 time and discussed it.

23 Q. What experts did you go to?

24 A. I don't recall everybody, but I do
25 recall that I went to few people and we spoke

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 102

2 about this.

3 Q. And my question is: Can you identify any
4 of those people or companies?

5 A. Sally Gumbo. Him I consulted a lot.

6 Q. And he was deposed in this case, correct?

7 A. Yes.

8 Q. Anyone else?

9 (Continued on the next page to
10 include the jurat and signature line.)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

2 A. I had also a lot of conversations with
3 different people in the glove business. Dynarex.
4 Other people also. I think the name Schwartz. I
5 think his name is Isaac Schwartz. At one point --
6 twice -- different Isaac Schwartz. One point
7 Isaac Schwartz was supposed to open manufacturing.

8 (Whereupon, the examination was
9 suspended due to a power outage. Time Noted,
10 11:56 A.M.)

11 STATE OF NEW YORK)

12) SS.:

13 COUNTY OF)

14

15 I have read the foregoing record of my testimony
16 taken at the time and place noted in the heading
17 hereof and I do hereby acknowledge it to be a true
18 and correct transcript of same.

19

20

21 JOSEPH WEINER

22 Subscribed and sworn to before me

23 on this day of , 2023.

24

25

NOTARY PUBLIC

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.
Joseph Weiner on 11/15/2023

Page 104

2 C E R T I F I C A T E

3

4 I, Melissa Leonetti, RPR, a Notary
5 Public of the State of New York, do hereby certify:

6 That the testimony in the within proceeding was
7 held before me at the aforesaid time and place.
8 That said witness was duly sworn before the
9 commencement of the testimony, and that the
10 testimony was taken stenographically by me, then
11 transcribed under my supervision, and that the
12 within transcript is a true record of the testimony
13 of said witness.

14 I further certify that I am not related
15 to any of the parties to this action by blood or
16 marriage, that I am not interested directly or
17 indirectly in the matter in controversy, nor am I in
18 the employ of any of the counsel.

19 IN WITNESS WHEREOF, I have hereunto
20 signed this 24th day of November, 2023.

21

22

23

24 Melissa Leonetti

25

A handwritten signature in black ink, appearing to read 'Melissa Leonetti', with a long horizontal stroke extending to the right.

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.**Joseph Weiner on 11/15/2023****Index: \$19..future**

	Adorama	93:25	
Exhibits	45:25	clear 33:25	E
EXHIBIT 1	Adorama's	comply 98:25	easier 10:25
5:0 8:0	68:25	construction	electronic
9:0	agreement	76:25	91:25
EXHIBIT 2	46:25	container	end 58:25
5:0 42:0	agreements	54:25	English
44:0	22:25	56:25	51:25
EXHIBIT 3	approximately	contract	examination
5:0 87:0	16:25	21:25	95:25
88:0	57:25	98:25	excited
EXHIBIT 4	Arik 74:25	cookies	62:25
5:0 90:0	assumptions	99:25	explained
	25:25	correct	67:25
\$		33:25	extent 65:25
\$19 68:25	B	couple 76:25	
1	bank 68:25	COVID 48:25	F
10/16/2020	Banon 33:25	crying 70:25	fact 64:25
42:25	34:25	customer	find 81:25
15 59:25	42:25	29:25	Fintek 38:25
	67:25		40:25
	beep 80:25	D	46:25
5	bring 40:25	dated 42:25	61:25
5 57:25	business	days 59:25	98:25
	62:25	deliver	Fintek's
A	82:25	17:25	66:25
account	C	discovery	fly 78:25
68:25		34:25	friend 78:25
acting 14:25	call 78:25	document	future 75:25
address	charges	43:25	
90:25	28:25	88:25	
	check 60:25		

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.**Joseph Weiner on 11/15/2023****Index: glove..separate**

	45:25	Oreo	99:25	
G	64:25	owner	14:25	R
glove 31:25				reached
99:25	L	P		71:25
gloves 27:25	lawyer 7:25	pack 56:25		read 10:25
37:25	23:25	paid 38:25		recall 11:25
66:25	28:25	paperwork		refer 91:25
guy 78:25	84:25	41:25		referring
	lie 83:25	pay 64:25		54:25
H	list 24:25	71:25		refers 88:25
happened		payments		remember
58:25	M	66:25		30:25
hard 48:25	made 21:25	people 76:25		39:25
hersheyweiner@	Medcare	Phil 60:25		44:25
gmail.com	41:25	phone 28:25		review 63:25
90:25	Mendel 33:25	pick 28:25		Rock 38:25
	Mendlowits	37:25		40:25
I	20:25	point 45:25		61:25
inspecting	merchandise	prior 19:25		98:25
53:25	40:25			S
inspections	million	products		sales 31:25
52:25	68:25	17:25		46:25
	money 77:25	purchase		search 35:25
J		46:25		searching
Joseph 20:25	N	put 44:25		34:25
	numerous	87:25		sell 61:25
K	71:25			selling
kind 91:25	82:25	Q		77:25
94:25		question		separate
Kitchen	O	18:25		22:25
15:25	opportunities	quick 87:25		
19:25	82:25			

KITCHEN WINNERS NY INC., ET AL. -against- ROCK FINTEK LLC, ET AL.

Joseph Weiner on 11/15/2023

Index: show..wired

show 31:25 64:25

sit 59:25 **wired** 68:25

started

49:25

70:25

struggle

49:25

T

TD 16:25

thinking

74:25

time 37:25

48:25

times 71:25

told 58:25

80:25

Tommy 44:25

U

Understood

30:25

unloaded

49:25

W

week 59:25

Winners

14:25

15:25

19:25

45:25